

INVITATION FOR BIDS**Issue Date:** March 4, 2004**IFB #** 301-04-012**Title:** Gypsy Moth Trapping Program (Commodity Code: 94549)

Issuing Agency: Commonwealth of Virginia
 Department of Agriculture & Consumer Services
 Purchasing Office - 5th Floor, Suite 513
 P. O. Box 1163
 Richmond, Virginia 23218

Using Agency and/or Location Where Work Will Be Performed: Virginia: In the counties of Alleghany, Amherst, Appomattox, Bedford, Bland, Botetourt, Brunswick, Buchanan, Buckingham, Campbell, Carroll, Charlotte, Craig, Dinwiddie, Floyd, Franklin, Giles, Greensville, Grayson, Halifax, Henry, Isle of Wight, Lunenburg, Mecklenburg, Montgomery, Nottoway, Patrick, Pittsylvania, Prince Edward, Pulaski, Roanoke, Smyth, Southampton, Sussex, Tazewell, Wythe and the Cities of Chesapeake and Suffolk.

Period Of Contract: From approximately April 7, 2004 to September 14, 2004

Sealed Bids Will Be Received Until: 2:00 p.m. on March 26, 2004 For Furnishing the Services Described Herein and Then Opened in Public.

All Inquiries for Technical Information Should be Directed to: Larry Bradfield, Telephone (540) 394-2507.
 Questions Related to Bid Submission and/or Terms and Conditions of the Invitation For Bids Should Be Directed To:
Teddy R. Martin, Jr., VCO, Procurement Director, Telephone: (804) 786-3919 or tmartin@vdacs.state.va.us using e-mail.
 IF BIDS ARE MAILED: SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

IF BIDS ARE HAND DELIVERED, DELIVER TO: 1100 BANK STREET
 WASHINGTON BUILDING
 5TH FLOOR, SUITE 513

It is the Bidder's full responsibility to ensure the bid is received by the agency on or before the date and time required. Late or unsealed bids will not be accepted.

In Compliance With This Invitation For Bids and to All the Conditions Imposed Herein, The Undersigned Offers and Agrees to Furnish the Services At the Price(s) Indicated in Section VII, Pricing Schedule.

Name And Address Of Firm:

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

FEI/FIN/SSN NO: _____ Telephone: _____

PRE-BID CONFERENCE: Mandatory attendance is required at any one of three scheduled pre-bid conferences and is a prerequisite for submitting a bid. (Reference: Section III, page 11). NO ONE WILL BE ADMITTED 15 MINUTES AFTER THE START OF EACH MEETING.

RETURN OF THIS PAGE IS REQUIRED

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
I.	PURPOSE	4
II.	SCOPE OF WORK	
	A. Contractor Requirements	4
	B. Contractor Responsibilities	4
	C. VDACS Responsibilities	6
	D. Trapping Grid	6
	E. Map and Trap Abbreviation and Numbering.....	6
	F. Accessibility to Private Property	6
	G. Trap Placement	6
	H. Mid-Season Checks	7
	I. Trap Removal	8
	J. Trap Storage and Handling	9
	K. Equipment Care and Responsibility	9
	L. Orientation and Training	10
	M. Safety Precautions	10
III.	MANDATORY PRE-BID CONFERENCE ..	11
IV.	GENERAL TERMS AND CONDITIONS	
	A. Vendor's Manual.....	12
	B. Applicable Laws and Courts	12
	C. Anti-Discrimination... ..	12
	D. Ethics in Public Contracting.	13
	E. Immigration Reform and Control Act of 1986	13
	F. Debarment Status.....	13
	G. Antitrust	13
	H. Mandatory Use of State Form and Terms and Conditions	13
	I. Clarification of Terms.....	14
	J. Payment	14
	K. Precedence of Terms	15
	L. Qualification of Bidders.....	15
	M. Testing/Inspection	15
	N. Assignment of Contract	16
	O. Changes to the Contract.....	16
	P. Default	17
	Q. Taxes.	17
	R. Insurance.....	17
	S. Announcement of Award	18
	T. Drug-Free Workplace	18
	U. Nondiscrimination of Contractors	18
V.	SPECIAL TERMS AND CONDITIONS:	
	A. Conflict of Interest.....	18
	B. Liabilities of Contractor and VDACS.....	19
	C. Subcontractors	19
	D. Additional Insurance	19

E.	Liquidated Damages	20
F.	Bid Acceptance Period	21
G.	Award	21
H.	Availability of Funds.	22
I.	Indemnification	22
J.	Audit	22
K.	Identification of Bid Envelope	22
VI.	METHOD OF PAYMENT	23
VII.	PRICING SCHEDULE	24
VIII.	CONTRACTOR DATA SHEET	25
IX.	TRAPPER DATA SHEET	26
X.	GYPSY MOTH TRAPPING CYCLE COMPLETION DATES.....	27
XI.	BID UNIT DESCRIPTIONS (VA01 – VA08)	28
XII.	BID UNIT DESCRIPTIONS (VA09 – VA24)	29
XIII.	EXAMPLE OF BILLING INVOICE	30
XIV.	TRAP PLACEMENT LOG SHEET..	31
XV.	TRAP INSPECTION/PULL LOG SHEET... ..	32
XVI.	ATTACHMENTS	
A.	Slow The Spread Project Area	33
B.	Map Showing Location of Units VA01 – VA03	34
C.	Map Showing Location of Units VA04 – VA08	35
D.	Map Showing Location of Units VA09 – VA24	36
E.	Topographical Map Showing Example of Target Circle and Trapping Grids..	37
F.	Illustration of Milk Carton Trap Assembly	38
G.	Illustration of Global Positioning System Unit.....	39

I. PURPOSE

The intent and purpose of this Invitation For Bids (IFB) is to solicit sealed bids for the purpose of establishing a fixed unit price contract with one or more qualified firms or individuals to place and service gypsy moth traps in Virginia. The trapping will be on behalf and in cooperation with the Virginia Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia, and the United States Department of Agriculture - Forest Service (USDA-FS).

II. SCOPE OF WORK

The Contractor shall furnish all labor, transportation, supervision, and data submission expense necessary to place, inspect, and remove traps in designated target sites in Virginia and submit trapping data to VDACS and/or Virginia Tech.

A. CONTRACTOR REQUIREMENTS:

1. Contractors may bid on more than **one** trapping unit **only** if they have been awarded a previous Virginia gypsy moth trapping contract and have completed the contract to the satisfaction of the VDACS-STS Office, or if they have had satisfactory past working experience as a gypsy moth trapper in another state or federal gypsy moth trapping program.
2. All Contractors who bid on multiple trapping units must list on page 24 each person's name, address, and telephone number that will be responsible for each trapping bid unit.
3. All Contractors must attend the Mandatory Pre-Bid Conference as listed in Section III.

B. CONTRACTOR RESPONSIBILITIES:

1. Provide personnel and transportation to place, inspect, and pull traps per each bid unit and not exceed a 5% omit rate. **All omitted trap sites must first be approved by VDACS personnel.** Traps are to be placed inside a predetermined target circle on public and private lands with site-specific data recorded on each trap.
2. Provide adequate supervision and direction to employees, agents and subcontractors.
3. Accept responsibility for maintaining and distributing trapping supplies and materials in a manner that minimizes loss and waste.
4. Be responsible for replacement cost of abused or lost VDACS issued equipment.

5. All contractors, their employees, agents and subcontractors shall attend a one to two day training session provided by VDACS at a location to be announced. The contractor shall provide transportation and any lodging necessary.
6. Contractors shall be required to work with VDACS personnel for at least one day to ensure trapping guidelines are followed. Priority will be given to new contractors and their personnel.
7. Obtain and download trap placement, inspection, and pull information into Global Positioning System (GPS) unit at each trap site visit.
8. Verify positive identification of moths collected in traps.
9. Meet as needed with VDACS personnel for the transfer of data and supplies.
10. Address any property owner complaints as instructed by VDACS Office.
11. Complete and maintain paper back-up trap placement, monitoring, and pull logs including directions to the site.
12. Keep VDACS informed of trapping program status.
13. Contact VDACS with error corrections **before** next weekly download.
14. Promptly mail any necessary data reports to VDACS and/or Virginia Tech.
15. Have telephone or answering machine available so contractor/trapper can be personally reached by VDACS within a 24-hour period.
16. Return all requested calls to VDACS as soon as possible, but at least by the end of the next VDACS business day.
17. Notify VDACS personnel in advance if they will not be downloading GPS data on a particular week. **All deadlines must be met before trappers are allowed to skip a scheduled download.**
18. Comply with any local, state, and or federal guidelines for bio-security procedures (Examples: Avian Flu, Foot and Mouth Disease)

C. VDACS RESPONSIBILITIES:

1. Furnish USGS topographical maps, compass, **one** global positioning system (GPS) unit, 12 AA batteries for each GPS unit, traps, pheromone, pesticide strips, latex gloves, twist ties, coat hangers, staple guns, staples, permanent markers, flagging, door hangers, snake leggings, first aid kit, trash bags, and clipboard for each trapping unit.
2. Conduct a one to two day training session for all contractors, their employees, agents and subcontractors at a location to be announced.
3. Periodically evaluate trap placement and perform quality control checks on at least 10 percent of the Contractor's traps.
4. Assume responsibility for any treatments or other activity required upon identifying a gypsy moth population.

D. TRAPPING GRID: Traps shall be set on an 8 kilometer, 3 kilometer, 2 kilometer, 1 kilometer, or 500 meter trapping grid, depending on the previous year's trap catch. The diameter of an 8k target circle is approximately 16,000 feet, while a 500 meter target circle is approximately 1,000 feet. If a trap cannot be set due to inaccessibility or safety concerns, it may be omitted after approval from VDACS personnel. **All omitted trap sites must first be approved by VDACS personnel.** No more than 5 percent of the traps assigned per bid unit may be omitted. **Adjacent omits are not acceptable.**

E. MAP AND TRAP ABBREVIATION AND NUMBERING: All maps are marked with an abbreviated name and have a systematic numbering system recognized by the database. The abbreviated names and trap numbers on the maps must correspond with the traps found in the field.

F. ACCESSIBILITY TO PRIVATE PROPERTY: Trappers will be working primarily on private property. It shall be the trapper's responsibility to make contact with the landowner and gain access in order to place the traps. If the landowner denies access to the trapper, he/she should attempt to get the landowner's name, address, and telephone number and report it to the program supervisor. Any use of all terrain vehicles will have to be approved by the landowner or the agency responsible for the property.

G. TRAP PLACEMENT:

1. Traps in units VA 01 through VA 08 shall be set from April 7 until May 25. All traps within VA01 through VA08 must be placed by May 25. Traps in units VA09 through VA24 shall be set from April 21 until June 8. All traps within Units VA09 through VA24 must be placed by June 8.

2. Many sites will not be accessible by vehicle and will require hiking to get within the target circle. **Sufficient flagging to trap site shall be required as an aid for trap inspection and quality control checks.**
3. Traps shall be hung on trees approximately 4 to 5 feet off the ground inside the predetermined target circle. Do not hang traps on telephone poles, fence posts or road signs. Avoid hanging traps on trees that will be covered with poison ivy/oak, honeysuckle, or other vegetation in the summer months. This will hamper the trap's effectiveness and visibility during the midseason and final checks. Traps can become very difficult to relocate later in the season because of vegetative growth. It is imperative that sufficient marking ribbon is used and specific trap location notes are kept. It is the trapper's responsibility to ensure that all trap sites are well marked and/or noted so they can be relocated.
4. All traps must have the trapper's initials, quad abbreviation, site number, grid type, date placed, date inspected, and the VDACS-STS office telephone number written on them with an indelible marker.
5. Trappers shall be required to stay at each trap site until the necessary number of GPS trap location readings has been obtained. If the GPS unit has been unable to obtain this information from the satellites within five minutes, the trapper must manually enter the trap site information into the unit. If a trap location is manually entered into the GPS unit, it is the trapper's responsibility to make sure that the trap is actually located inside the target circle.
6. Trappers shall complete and maintain a paper back-up log showing quad, site number, date placed, UTM coordinates, trap type for each trap placement site and directions to the site.
7. The trapper shall be required to meet with the VDACS-QC inspector once a week during trap placement to download trap placement GPS data into a computer. The VDACS-QC inspector shall determine the meeting location. **Trappers must notify VDACS personnel in advance if they will not be downloading GPS data on a particular week. All deadlines must be met before trappers are allowed to skip a scheduled download.**

H. MID-SEASON CHECKS:

1. All traps must be checked one time during the mid-season monitoring period. For traps in Units VA 01 through VA 08, this mid-season check must be conducted between June 9 and July 20. For traps in units VA 09 through VA 24, this mid-season check must be conducted between June 23 and Aug 3. Traps

placed first are to be checked first to help ensure traps are not in the field for a prolonged period of time without being serviced.

2. Traps must be emptied of all matter and examined to determine if the trap is still functional during the mid-season visit. Moth catches shall be recorded and all missing or damaged traps must be replaced immediately. Replaced traps must have **“replaced”** written on the trap and date replaced.
3. Each trap must be dated with an indelible marker during midseason checks. **Traps that have not been dated, or dated with marks that have washed off, will be treated as traps that have not been checked.**
4. During mid-season checks, trappers shall be required to stay at each trap site until the necessary number of GPS trap location readings has been obtained. If the GPS unit has been unable to obtain this information from the satellites within five minutes, the trapper shall be required to manually enter the trap site information into the unit.
5. Trappers shall complete and maintain a paper back-up log showing quad, site number, date checked, trap condition, and moths collected for the mid-season check. Trappers shall bring their gypsy moth catches to scheduled downloads so that VDACS personnel can insure proper identification is made.
6. Each trapper shall be required to meet with the VDACS-QC inspector once a week during the mid-season trap check period to download mid-season trap check data into a computer. The VDACS-QC inspector shall determine the meeting location. **Trappers must notify VDACS personnel in advance if they will not be downloading data on a particular week. All deadlines must be met before trappers are allowed to skip a scheduled download.**

I. TRAP REMOVAL:

1. Removal of traps within units VA 01 through VA 8 shall begin July 28 and end August 31. No traps within these units are to be removed prior to July 28. Removal of traps within units VA 09 through VA 24 shall begin on Aug 11 and end on September 14. No traps within these units are to be pulled prior to August 11. Traps checked first during the mid-season must be pulled first. Exceptions can be made for traps located at higher elevations. Trappers are required to remove traps, staples, coat hangers, and flagging from all sites. It is suggested that the trap, pheromone, and insecticide strips be crushed, put in plastic garbage bags, and taken to appropriate town or county landfills. **VDACS reserves the right to**

require contractor to bring final inspected/pulled traps (with the moths caught) to VDACS personnel for verification of traps pulled and moth counts.

2. Trappers shall be required to stay at each trap site until the necessary number of GPS trap location readings has been obtained. If the GPS unit has been unable to obtain this information from the satellites within five minutes, the trapper must manually enter the trap site information into the unit.
3. Trappers shall complete and maintain a paper back-up log showing quad, site number, date pulled, trap condition, and moths collected for the trap removal visit.
4. Each trapper shall be required to meet with the VDACS-QC inspector once a week to download trap pull data. The VDACS-QC inspector shall determine the meeting location. **Trappers must notify VDACS personnel in advance if they will not be downloading data on a particular week. All deadlines must be met before trappers are allowed to skip a scheduled download.**
5. Unless extenuating circumstances beyond the control of the trapper warrant it, any traps found in the field by VDACS personnel after completion of trap pulls shall have liquidated damages assessed. This situation jeopardizes the contractor's future classification as qualified bidder.

- J. TRAP STORAGE AND HANDLING:** Traps and trap parts must be stored in a secure area protected from weather, vandalism, etc. Pheromone must be stored in a freezer until used. Once removed from the freezer, it is effective for about twelve weeks at 85 degrees Fahrenheit or below. Sustained temperatures above 85 degrees Fahrenheit decrease the longevity and effectiveness of the pheromone. Insecticide strips are not to be removed from the protective packet and placed in the trap until ready for use. Traps with installed pesticide strips must be kept in airtight plastic bags while in the vehicle to prevent the occupants from breathing insecticide fumes. Insecticide strips must be stored in a cool, protected area prior to use. Used pesticide strips must be disposed of according to label directions.
- K. EQUIPMENT CARE AND RESPONSIBILITY:** It shall be the responsibility of the Contractor to ensure all VDACS issued equipment is properly cared for. Replacement costs of compasses, GPS units and accessories, staple guns, and snake leggings, which have been abused or lost, shall be required from the Contractor.

L. ORIENTATION AND TRAINING: Contractors must attend a one to two day training session. For units VA 01 through VA 08, the training session for returning contractors and their personnel, will be held on Saturday, April 3. The training session for new contractors and their personnel will be held on April 6 and 7. Time and locations for these sessions in south central Virginia will be announced at a later date. For units VA 09 through VA 24, the training session for returning contractors and their personnel, will be held on April 17. The training session for new contractors and their personnel will be held on April 20 and 21. Time and locations for these training sessions in southwest Virginia will be announced at a later date. Sessions will run from approximately 8:00 a.m. to 5:00 p.m. Any lodging and transportation expenses incurred by the Contractor shall be paid for by the Contractor. Late arrivals and/or failure of supervisors and trappers to attend the training sessions may result in the contractor being deemed in default.

M. SAFETY PRECAUTIONS:

1. Vehicles: The use of a vehicle is essential for placement and monitoring of traps. Trappers must have a valid driver's license and a vehicle in good running condition. Many of the access roads the trapper will have to travel on are unimproved field and forest logging roads. A four-wheel drive vehicle is recommended for many of the hard to reach trap sites. Caution must be used while traveling and working on or near any road.
2. Animal Bites: Rabies affects many varieties of mammals. Trappers should try to avoid contact with wild or unfamiliar domestic animals as much as possible.
3. Snakes: Poisonous snakes do occur within the trapping areas. Trappers will familiarize themselves with the identity and habits of each, wear appropriate boots or snake leggings, and use extreme caution around suspect areas where snakes may inhabit.
4. Bee Stings, Insect, Spider and Tick Bites: Some people develop allergic reactions to bee stings. Those with known sensitivities should carry appropriate medication. Medical attention should be sought immediately for any bee sting, insect, or spider bite that results in adverse swelling, breathing, or itching reactions. Ticks can transmit Rocky Mountain Spotted Fever and Lyme Disease. Wear approved repellents, inspect clothing and body surfaces frequently, and wash hair and body thoroughly as soon as possible when returning from the field.
5. Poisonous Plants: Poison ivy, oak, and sumac cause severe skin irritation in some people. Learn to identify these plants and avoid them, or wear protective clothing. Wash thoroughly after contact with them.

6. Sprains and/or Broken Bones: Trappers must use extreme caution when walking over fallen trees, down steep slopes, and across streams.
7. Eye Injuries: Trappers will frequently be working in areas of heavy vegetation. Extreme caution must be used when working in the field to avoid injuries to the eye from tree branches, leaves, and other debris. Eye protective safety glasses are required and must be furnished at the contractor's expense.
8. Heat Stress: The body can lose a large amount of water in a short period of time when the weather is hot and dry. To avoid dehydration and heat stress, the trapper should set a moderate work pace, drink plenty of water, and take rest breaks. A plentiful supply of drinking water should be taken to the field.
9. The insecticide used to kill captured moths in milk carton traps is manufactured as an insecticidal strip called VAPORTAPE II. It is toxic and the trapper must use extreme caution and care when handling. Latex gloves provided by the STS office must be worn during the handling of the pesticide strips. Trappers must not drive a vehicle with traps containing open insecticidal strips. Fumes will accumulate in the vehicle and could cause medical problems as a result of the exposure. Insecticidal strips must be stored in a cool, dark place out of the reach of children.

III. MANDATORY PRE-BID CONFERENCE

Pre-bid conferences are scheduled as follows:

March 15, 2003 (1:00–3:30 PM)
Pittsylvania County Education and Cultural Center Auditorium
Chatham, Virginia 23218

March 16, 2003 (1:00-3:30PM)
Wytheville Community Center
250 South Fourth Street
Wytheville, Virginia 24382

March 17, 2003 (9:30AM-12 Noon)
Christiansburg Library-Community Room
125 Sheltman Street
Christiansburg, Virginia 24073

These conferences are held to fully discuss contract conditions and requirements. The conference will help familiarize interested parties as comprehensively as possible with all aspects of the gypsy moth trapping program so they will have a better understanding of the time and expenses involved in a project of this nature. Topographic maps of the contract bid units will be available for review at these conferences. Attendance at one of these conferences will be a **prerequisite for submitting a bid.** **Bids will**

only be accepted from those Bidders who are represented at the conference(s). Attendance will be evidenced by the representative's signature on the attendance roster. The meetings will start promptly at the assigned times. No one will be admitted 15 minutes after the start of each meeting. Additional information and directions to each conference site may be obtained by contacting Larry Bradfield or Pat Somerville at (540) 394-2507.

IV. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state, and local laws, rules, and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, Bidders certify to the Commonwealth, that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and §11-51 of the *Virginia Public Procurement Act*.

In every contract over \$10,000, the provisions in 1. and 2. below apply:

- 1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered delivered and accepted, shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is to be made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 11-69).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING/INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary, to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendors Manual*. Neither the existence of a claim or a dispute

resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §§11-46.3 and 65.2-800 et seq. of the *Code of Virginia*.

The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE'S AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. The Commonwealth of Virginia is to be named as an additional named insured with respect to the services being procured. These coverages are to include Products and Completed Operations Coverage.
4. Automobile Liability - \$500,000 - Combined single limit.

- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notices on the Procurement Office Award Notice Bulletin Board for a minimum of 10-days. (This public post location is located in the VDACS Procurement Office.)
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and, (iv) include the provisions of the foregoing clauses in every subcontractor or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursement provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. SPECIAL TERMS AND CONDITIONS

- A. **CONFLICT OF INTEREST:** By submitting this bid, the Bidder certifies that employment in this gypsy moth trapping program does not constitute a Conflict of Interest in regard to each of the following:
1. Contractors may not be a member of the immediate family of any employee of the Virginia Department of Agriculture and Consumer Services. "Immediate family" is defined as husband/wife, father/mother, son/daughter, brother/sister, grandfather/grandmother, or grandson/granddaughter.

2. Contractors shall also not be members of the Board of Agriculture, employees or officers of VDACS.
3. If the Contractor's personal circumstances, relating to possible conflicts of interest, change after the Contract is awarded, the Contractor shall immediately notify the VDACS Procurement Office. Depending on the degree of conflict, the Contractor understands that his/her Contract may be withdrawn/canceled and reissued to another Contractor. VDACS will only be responsible for payment to the Contractor for work completed through the date such notice was made.

B. LIABILITIES OF CONTRACTOR AND VDACS: VDACS will not assume any responsibility for loss or damage of equipment owned or operated by the Contractor, his employees, or subcontractors; or for the injury to or death of the Contractor, his agents, or employees or subcontractors. The Contractor will be responsible for any negligent or wrongful acts or omissions of the agents of the subcontractor or employees. The Contractor will hold and save VDACS harmless from all liability, from any death or damage to all persons (other than the liability of employees directly engaged in performing work under this Contract as provided under the Federal Employees Compensation Act) or to real or personal property. Further, the Contractor agrees to indemnify and hold harmless VDACS, and their agency and employees, from and against all claims, damages, losses, expenses, including reasonable attorney's fees in case it shall be necessary to file an action arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) cause and hold, or impart by Contractor's negligent act or omission, or that of a subcontractor of anyone employed by them or for whose acts the Contractor or subcontractor may be liable. The Contractor will not be responsible for any negligent or wrongful acts or omissions of VDACS and its employees.

C. SUBCONTRACTORS: No portion of the work shall be subcontracted without prior written consent of VDACS. In addition, no more than 50% of the work to be completed will be allowed to be subcontracted. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall first furnish to VDACS the names, qualifications, and experiences of their subcontractors. This information must be furnished to VDACS no later than thirty (30) days prior to trapping initiation. The Contractor shall, however, assume full liability and responsibility for the work to be done by the subcontractor and shall assure compliance with all requirements of the contract.

D. ADDITIONAL INSURANCE:

1. Coverage is to include Premises/Operations Liability, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

The Contractor shall provide the Procurement Office with a Commonwealth of Virginia Certificate of Insurance for his firm, and if

subcontractors are used, for specified subcontractor, prior to the start of any work under the contract. A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the Procurement Office at the address indicated on the solicitation.

Additional information on approximate cost of insurance and coverage requirements may be obtained by contacting Larry Bradfield or Pat Somerville at (540) 394-2507.

2. My signature on this solicitation constitutes certification that, if I am awarded the contract, I shall obtain the required coverage, as specified above, within 10 days of notification of award.

E. LIQUIDATED DAMAGES: Because of the behavior of the gypsy moth, and the amount of time available to place and monitor the traps to be successful, it is hereby understood and agreed by the Bidder, that lack of communication and other unacceptable delays caused by the Contractor are costly to VDACS and damaging to the outcome of the program. Therefore, liquidated damages may be deducted for each occurrence of noncompliance. The Contractor's compliance with guidelines and standards may be determined by VDACS personnel at any time during the trapping season as well as post-season after all traps have been pulled. VDACS personnel will randomly check and evaluate at least ten percent of the traps deployed within each trapping unit.

Liquidated damages may be assessed **but are not limited** to the following:

1. Inaccurate and improper trap placement outside or within target circle.
2. Improper trap construction (includes improper lure and insecticide attachment).
3. Failure to complete "Trap Placement" and "Trap Inspection/Pull" logs.
4. Insufficient flagging for contractor or VDACS personnel to easily locate the trap site on subsequent visits.
5. Incomplete and inaccurate data provided on traps including the trapper's initials, quad abbreviation, trap number, grid type, date placed, date checked, the VDACS-STIS telephone contact number, and failure to use indelible ink.
6. Inaccurate and untimely submissions of gypsy moth trap site data into GPS unit and onto data report logs.
7. Failure to meet with the QC inspector weekly in a punctual and timely manner during normal VDACS office hours to download GPS data into the computer.
8. Failure to notify VDACS personnel in advance that GPS data will not be downloaded on a particular week.

9. Failure to contact VDACS with error corrections **before** next weekly download.
10. Failure to meet trap placement, mid-season inspection, and final trap pull deadlines.
11. Failure to properly dispose of traps, pesticide strips, flagging, and used coat hangers at the end of the trapping season.
12. Failure to take proper care of and/or return VDACS issued non-disposable supplies and equipment at termination of trapping.
13. Failure to return calls and other data requests within 24-hours.

Each incident of non-compliance will be investigated. Substantiated evidence or an unsatisfactory explanation may result in liquidated damages being assessed not to exceed three hundred dollars (\$300.00) per incident of non-compliance. An incident is defined as being any separate or individual occurrence within any of the quality control items, i.e. placing four traps out of target circle would be four incidents of non-compliance. Repeated circumstances of failure to meet quality control criteria and other contract requirements seriously jeopardizes success of the trapping project and may be cause for termination of the contract and damages being assessed not to exceed 30% of compensation for the trapping contract.

Any incident in which a Contractor is not in compliance with terms of the contract will be described in writing and documented by VDACS. A copy of this report will be given to the Contractor. All approved reports will be subject to the appropriate provisions, and liquidated damages assessed shall be deducted from payments due the Contractor. If the Contractor has been paid for services not performed in accordance with this contract, the Contractor will be charged and must refund any payments paid for services improperly performed.

- F. **BIDS BINDING FOR 45 DAYS:** Any response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- G. **AWARD:** VDACS will make the award(s) on a fixed unit price basis to the lowest responsive and responsible Bidder for each trap within each specific bid unit. All bids are binding and Contractor must be able to complete work on all bids submitted if accepted. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. VDACS shall have the right to reject any low bid, which is in excess of what it would cost VDACS to trap that bid unit using VDACS personnel. VDACS also reserves the right to conduct any tests or inspections they may deem advisable and to make all evaluations. Annual performance evaluations by

VDACS can affect a contractor's status as a qualified bidder for future contract awards. VDACS reserves the right to reject any or all bids, in whole or in part, to waive informalities, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- H. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.
- I. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the Commonwealth of Virginia, its officers, agents, and employees, from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, or by services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using Agency or to the failure of the using Agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- J. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five years after final payment or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- K. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed, and identified as follows:

From: _____	<u>March 26, 2004 2:00PM</u>
(Name of Bidder)	(Due Date) (Time)
_____	<u>301-04-012</u>
Street or Box Number	(IFB Number)
_____	<u>Gypsy Moth Trapping Program</u>
City, State, Zip Code	(IFB Title)
Name of Contract/Purchase Officer	<u>Teddy R. Martin, Jr., VCO</u>
	Director of Procurement

The envelope should be addressed as directed on Page 1. If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

Any bid received unsealed or not properly identified and inadvertently opened in the mailroom, will immediately be returned. It will be the Bidder's responsibility to resubmit the bid in the remaining time.

- L. NEGOTIATION WITH LOWEST BIDDER:** Unless all bids are canceled and rejected, the Commonwealth of Virginia reserves the right granted by Section 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when negotiations may take place, the term "available funds" shall mean those per trap costs which are determined by the Program Manager to be the cost that the trapping could be handled by the agency most cost effectively. Bids received which are higher than this pre-determined per trap cost may be rejected requiring the agency to perform the trapping services in that respective lot or the agency may negotiate with the trapper for a more economical rate. Negotiations with the lowest bidder may include both modifications of the bid price and the Scope of Work to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the "available funds" per trap for the respective lot and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

VI. METHOD OF PAYMENT

The Contractor will be paid on the basis of billing invoices submitted (page 30). Invoices shall only be submitted upon completion of each trapping cycle (page 27) and the acceptance of the work completed for each individual bid unit. The invoices must show contract number, cycle number completed, percentage contract work completed, and payment due. Amount of payment for completion of each trapping cycle will be based on the percentage of trapping season work completed during that cycle (page 27).

VDACS reserves the right to delay final payment until confirmation of services rendered have been satisfactorily completed and/or received.

VII. PRICING SCHEDULE

The pricing schedule consists of 24 separate trapping bid units. Each bid unit contains the number of trap sites + or - 5% one trapper has been able to properly place and monitor within specified deadlines and working a normal forty hour week. Bidders must indicate their **per trap price** beside the respected bid unit. **Contracts will be awarded on a per trap price.** Therefore, no payment will be made for omitted traps. Bidders may bid on more than one trapping unit only if they have been awarded a previous gypsy moth trapping contract and have completed the contract to the satisfaction of the VDACS-STs office, or if they have had past satisfactory working experience as a gypsy moth trapper in a previous state or federal gypsy moth trapping program. Page 26 must be completed if multiple bid units are bid upon. Bidders must list each person's name, address, and telephone number that will be responsible for trapping each unit bid upon. This must be returned with all bids submitted. All bids are binding and the Contractor must be able to complete work on all bids submitted if accepted. Refer to pages 28 and 29 for specific bid unit descriptions and locations.

Bid Unit VA-01 \$ _____
(per trap price)
Bid Unit VA-02 \$ _____
(per trap price)
Bid Unit VA-03 \$ _____
(per trap price)
Bid Unit VA-04 \$ _____
(per trap price)
Bid Unit VA-05 \$ _____
(per trap price)
Bid Unit VA-06 \$ _____
(per trap price)
Bid Unit VA-07 \$ _____
(per trap price)
Bid Unit VA-08 \$ _____
(per trap price)
Bid Unit VA-09 \$ _____
(per trap price)
Bid Unit VA-10 \$ _____
(per trap price)
Bid Unit VA-11 \$ _____
(per trap price)
Bid Unit VA-12 \$ _____
(per trap price)
Bid Unit VA-13 \$ _____
(per trap price)
Bid Unit VA-14 \$ _____
(per trap price)
Bid Unit VA-15 \$ _____
(per trap price)
Bid Unit VA-16 \$ _____
(per trap price)

Bid Unit VA-17 \$ _____
(per trap price)
Bid Unit VA-18 \$ _____
(per trap price)
Bid Unit VA-19 \$ _____
(per trap price)
Bid Unit VA-20 \$ _____
(per trap price)
Bid Unit VA-21 \$ _____
(per trap price)
Bid Unit VA-22 \$ _____
(per trap price)
Bid Unit VA-23 \$ _____
(per trap price)
Bid Unit VA-24 \$ _____
(per trap price)

RETURN OF THIS PAGE IS REQUIRED

VIII. CONTRACTOR DATA SHEET

To Be Completed By Bidder
(Attach Additional Sheets, If Necessary)

1. QUALIFICATION OF BIDDER: The Bidder must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing
Type of service: _____ years _____ months
3. MINORITY BUSINESS: Please indicate if your firm is a minority owned business:
_____ yes _____ no
This information is requested for informational purposes only.
4. REFERENCES: Indicate below a listing of at least three (3) recent references for whom you have provided similar contracting services. Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

<u>CLIENT/ADDRESS</u>	<u>SERVICE DATES</u>	<u>PERSON TO CONTACT AND PHONE NUMBER</u>
1.		
2.		
3.		

RETURN OF THIS PAGE IS REQUIRED

IX. TRAPPER DATA SHEET – All trappers listed below are required to attend training.

BID UNIT	TRAPPER NAME	ADDRESS	PHONE NUMBER

RETURN OF THIS PAGE IS REQUIRED

X. GYPSY MOTH TRAPPING CYCLE COMPLETION DATES**2004 EASTERN & CENTRAL GYPSY MOTH TRAPPING CYCLE COMPLETION DATES FOR BID UNITS:
VA 01 THROUGH VA 08**

Cycle #	Cycle Period	Percentage Traps Placed & Data Submitted Per Bid Unit	Percentage Traps Inspected & Data Submitted Per Bid Unit	Percentage Traps Inspected/Pulled & Data Submitted Per Bid Unit	Percentage Total Work Completed Per Bid Unit
1	April 7 – April 27	33%	-	-	11%
2	April 28 - May 11	66%	-	-	22%
3	May 12 - May 25	100%	-	-	33%
4	June 9 - June 22	-	33%	-	44%
5	June 23 - July 6	-	66%	-	55%
6	July 7 - July 20	-	100%	-	66%
7	July 28 - Aug. 10	-	-	33%	77%
8	Aug. 11 – Aug. 24	-	-	66%	88%
9	Aug. 25 – Aug. 31	-	-	100%	100%

**2004 WESTERN AREA GYPSY MOTH TRAPPING CYCLE COMPLETION DATES FOR BID UNITS
VA 09 THROUGH VA 24**

Cycle #	Cycle Period	Percentage Traps Placed & Data Submitted Per Bid Unit	Percentage Traps Monitored & Data Submitted Per Bid Unit	Percentage Traps Pulled & Data Submitted Per Bid Unit	Percentage Total Work Completed Per Bid Unit
1	April 21 – May 11	33%	-	-	11%
2	May 12 - May 25	66%	-	-	22%
3	May 26 - June 8	100%	-	-	33%
4	June 23 - July 6	-	33%	-	44%
5	July 7 - July 20	-	66%	-	55%
6	July 21 - Aug. 3	-	100%	-	66%
7	Aug. 11 – Aug. 24	-	-	33%	77%
8	Aug. 25 – Sept. 7	-	-	66%	88%
9	Sept. 8 – Sept. 14	-	-	100%	100%

XI. BID UNIT DESCRIPTIONS FOR VA01 – VA08

Bid Unit Number	County Location	USGS Topographical Quads	Approx Total 8K	Approx Total 3K	Approx Total 2K	Approx Total 1k	Approx Total 500M	Total Sites +/- 5%
VA01	Greensville, Isle of Wight, Southampton, Sussex, Cities of Chesapeake, Suffolk	Adams Grove, Boykins, Buckhorn, Capron, Claesville, Corapeake, Courtland, Drewryville, Emporia, Franklin, Gates, Holland, Lake Drummond, Lake Drummond NW, Margarettsville, Riverdale, Skippers, Suffolk, Sunbeam, Whaleyville		287				287
VA02	Brunswick, Dinwiddie, Greensville, Nottoway, Sussex	Alberta, Ante, Barley, Cherry Hill, Danielstown, Gasburg, Lawrenceville, McKenney, Powellton, Purdy, Smoky Ordinary, Valentines, Warfield, White Plains	12	54	190	17	12	285
VA03	Brunswick, Lunenburg, Mecklenburg	Baskerville, Bracey, Forksville, John H. Kerr Dam, Kenbridge East, Kenbridge West, La Crosse, Lunenburg, North View, South Hill, South Hill SE, Wightman		8	54	184		279
VA04	Charlotte, Halifax, Lunenburg, Mecklenburg	Boydton, Buffalo Springs, Chase City, Clarksville North, Clarksville South, Clover, Nelson, Tungsten, Wylliesburg		49	184	32	41	306
VA05	Halifax	Alton, Cluster Springs, Halifax, Oak Level, Omega, Scottsburg, South Boston, Virgilina		28	191	53	41	313
VA06	Amherst, Appomattox, Bedford, Botetourt, Buckingham, Campbell, Charlotte, Halifax, Lunenburg, Pittsylvania, Prince Edward	Altavista, Appomattox, Aspen, Bedford, Boonsboro, Brookneal, Callands, Castle Craig, Charlotte Court House, Chatham, City Farm, Concord, Conner Lake, Drakes Branch, Eureka, Forest, Fort Mitchell, Gladys, Goode, Gretna, Holiday Lake, Huddleston, Java, Kelly, Leesville, Long Island, Lynchburg, Lynch Station, Madisonville, Mike, Moneta, Mount Airy, Nathalie, Pamplin, Peaks of Otter, Pittsville, Red House, Republican Grove, Rustburg, Sandy Level, Saxe, Sedalia, Stonewall, Straightstone, Vera, Vernon Hill	82	154	73			309
VA07	Halifax Pittsylvania	Blairs, Brosville, Danville, Ingram, Milton, Mt. Hermon, Ringgold, Spring Garden, Whitmell			296		43	339
VA08	Franklin, Henry, Pittsylvania	Axton, Bassett, Gladehill, Martinsville East, Martinsville West, Mountain Valley, Northeast Eden, Northwest Eden, Price, Snow Creek			341			341

XII. BID UNIT DESCRIPTIONS FOR VA09 – VA24

Bid Unit Number	County Location	USGS Topographical Quads	Approx Total 8K	Approx Total 3K	Approx Total 2K	Approx Total 1k	Approx Total 500M	Total Sites +/- 5%
VA09	Floyd, Franklin, Henry, Patrick	Charity, Nettleridge, Patrick Springs, Philpott Reservoir, Sanville, Spencer, Stuart, Stuart SE, Woolwine			306		9	315
VA10	Floyd, Franklin, Montgomery, Roanoke	Bent Mountain, Boones Mill, Callaway, Check, Elliston, Ferrum, Garden City, Rocky Mount		69	158		54	281
VA11	Floyd, Franklin	Endicott			20		242	262
VA12	Floyd, Montgomery	Alum Ridge, Floyd, Ironto, Pilot, Riner		15	143	35	82	275
VA13	Alleghany, Botetourt, Craig, Giles, Montgomery, Pulaski, Roanoke	Alleghany, Catawba, Craig Springs, Eggleston, Glenvar, Interior, Jerrys Run, Jordan Mines, Lindside, Looney, McDonalds Mill, Narrows, New Castle, Newport, Pearisburg, Peterstown, Potts Creek, Salem, Staffordsville, Waiteville	18	106	87	73		284
VA14	Bland, Giles, Pulaski	Mechanicsburg, Oakvale, Pulaski, White Gate			83	167	9	259
VA15	Carroll, Pulaski, Wythe	Fosters Falls, Max Meadows, Sylva			116		151	267
VA16	Carroll, Floyd, Montgomery, Pulaski	Dugspur, Hillsville, Hiwassee, Indian Valley			149		122	271
VA17	Carroll, Floyd, Patrick	Claudville, Laurel Fork, Meadows of Dan, Mount Airy North, Willis			148		113	261
VA18	Carroll, Grayson	Cana, Cumberland Knob, Fancy Gap, Galax, Lamsburg, Sparta East, Woodlawn			187		83	270
VA19	Carroll, Grayson, Wythe	Austinville, Briarpatch Mountain, Cripple Creek, Wytheville			115		117	232
VA20	Bland, Grayson, Smyth, Tazewell, Wythe	Atkins, Cedar Springs, Chatham Hill, Elk Creek, Middle Fox Creek, Mouth of Wilson, Nebo, Sparta West, Trout Dale			256		41	297
VA21	Bland, Pulaski, Smyth, Wythe	Big Bend, Bland, Crockett, Speedwell, Long Spur, Rural Retreat			219		39	258
VA22	Bland, Smyth, Tazewell	Hutchinson Rock			32		177	209
VA23	Bland, Tazewell, Wythe	Bastian, Bluefield, Cove Creek, Garden Mountain, Princeton, Rocky Gap			106	97	34	237
VA24	Buchanan, Smyth, Tazewell	Amonate, Anawalt, Bradshaw, Bramwell, Broadford, Jewell Ridge, Pounding Mill, Tazewell North, Tazewell South, Tiptop			277		12	289

XIII. EXAMPLE OF VDACS BILLING INVOICE**VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Division of Consumer Protection – Office of Plant & Pest Services

Gypsy Moth STS Program

1580 N. Franklin St., Suite 7

Christiansburg, VA 24073

Phone: 540-394-2507 Fax: 540-394-2514

2004 GYPSY MOTH CONTRACT TRAPPING INVOICE

Contract Number: 04-000-VA00 Contract Price per Trap: \$00.00

SSN/FIN: 000-00-0000 Original # Traps: 000

of Omits: 0

Contractor Name: John Q. Doe Traps Placed/Inspected/Pulled 000

Address: 1234 Waypoint Rd.

Anywhere, VA 24000 Maximum Amount to be Paid: \$ 0,000.00

CYCLE	% Contract Completed	% Placed	# Placed	\$/Trap Paid	Payment	Date VDACS Authorized
1	11%	33%	000	\$0.00	\$0,000.00	_____
2	11%	66%	000	0.00	0,000.00	_____
3	<u>11%</u>	100%	<u>000</u>	0.00	<u>0,000.00</u>	_____
	33%		000		\$0,000.00	
		% Inspected	# Inspected			
4	11%	33%	000	\$0.00	\$0,000.00	_____
5	11%	66%	000	0.00	0,000.00	_____
6	<u>11%</u>	100%	<u>000</u>	0.00	<u>0,000.00</u>	_____
	66%		000		\$0,000.00	
		% Pulled	# Pulled			
7	11%	33%	000	\$0.00	\$0,000.00	_____
8	11%	66%	000	0.00	0,000.00	_____
9	11%	100%	000	0.00		
	<u>1% balance of payment</u>		_____		00.00	<u>0,000.00</u>
_____	100 %		000		\$0,000.00	

Payments Authorized To Date: \$0,000.00
(Including this invoice)

Payment Due This Invoice: _____

Contractor Signature: _____ Date _____

FOR VDACS USE ONLY**AMOUNT CERTIFIED FOR PAYMENT:** _____**APPROVED FOR PAYMENT BY:** _____ **Date** _____**COMMENTS:**

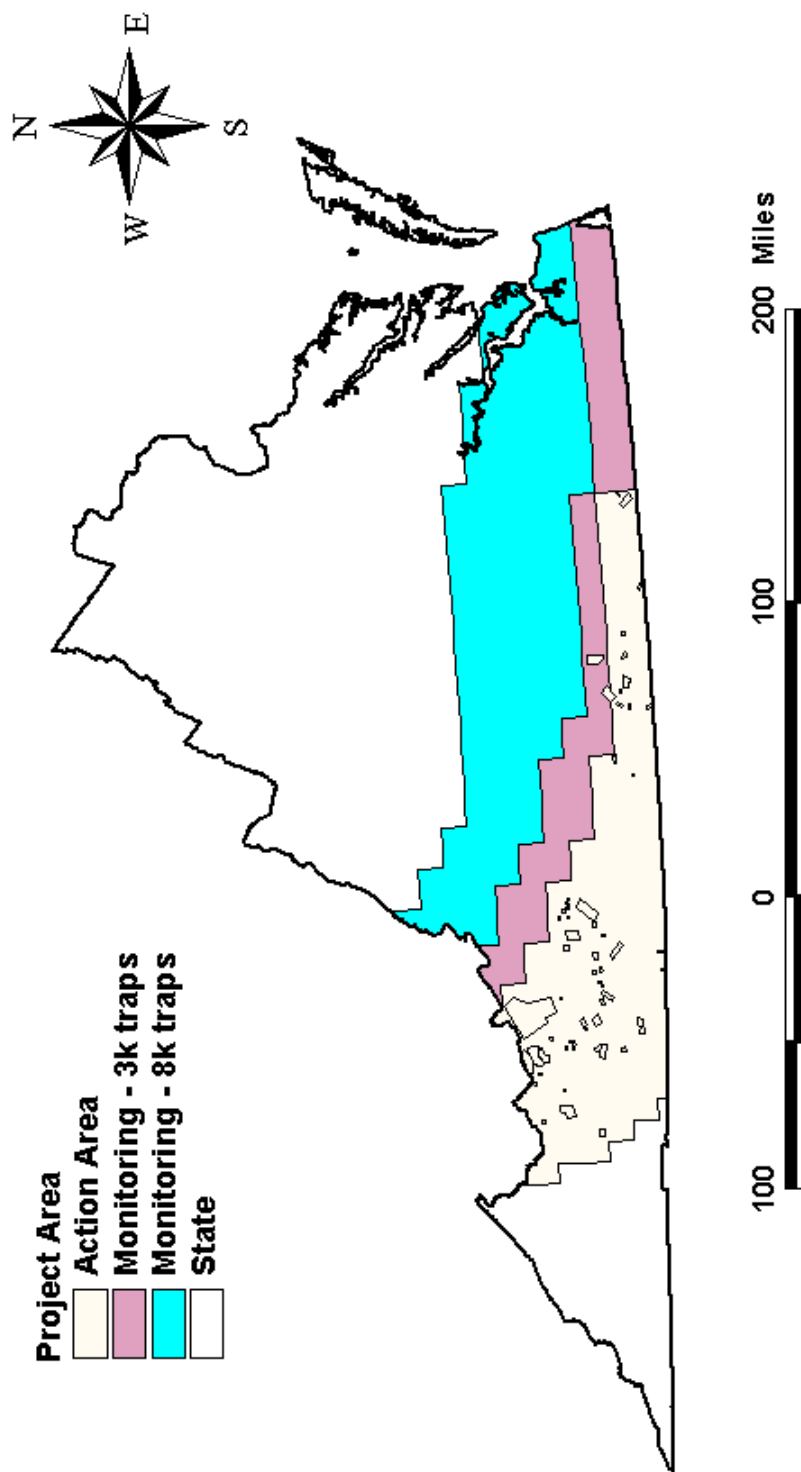
XIV. TRAP PLACEMENT LOG

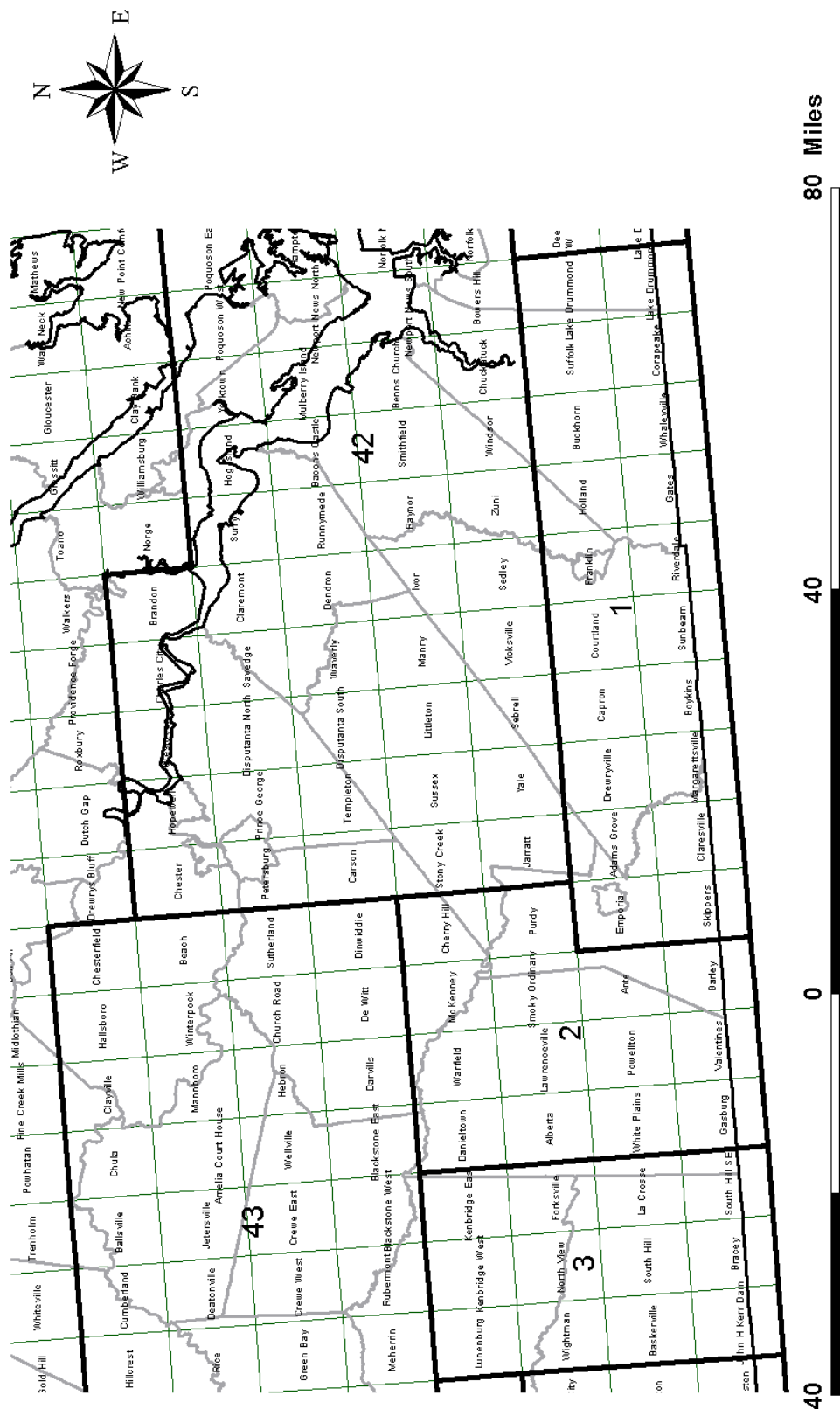
[illegible]

XV. TRAP INSPECTION/PULL LOG

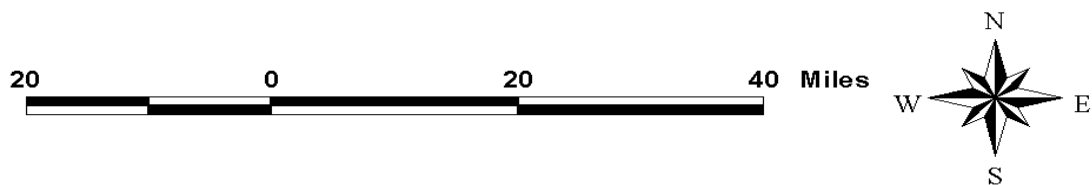
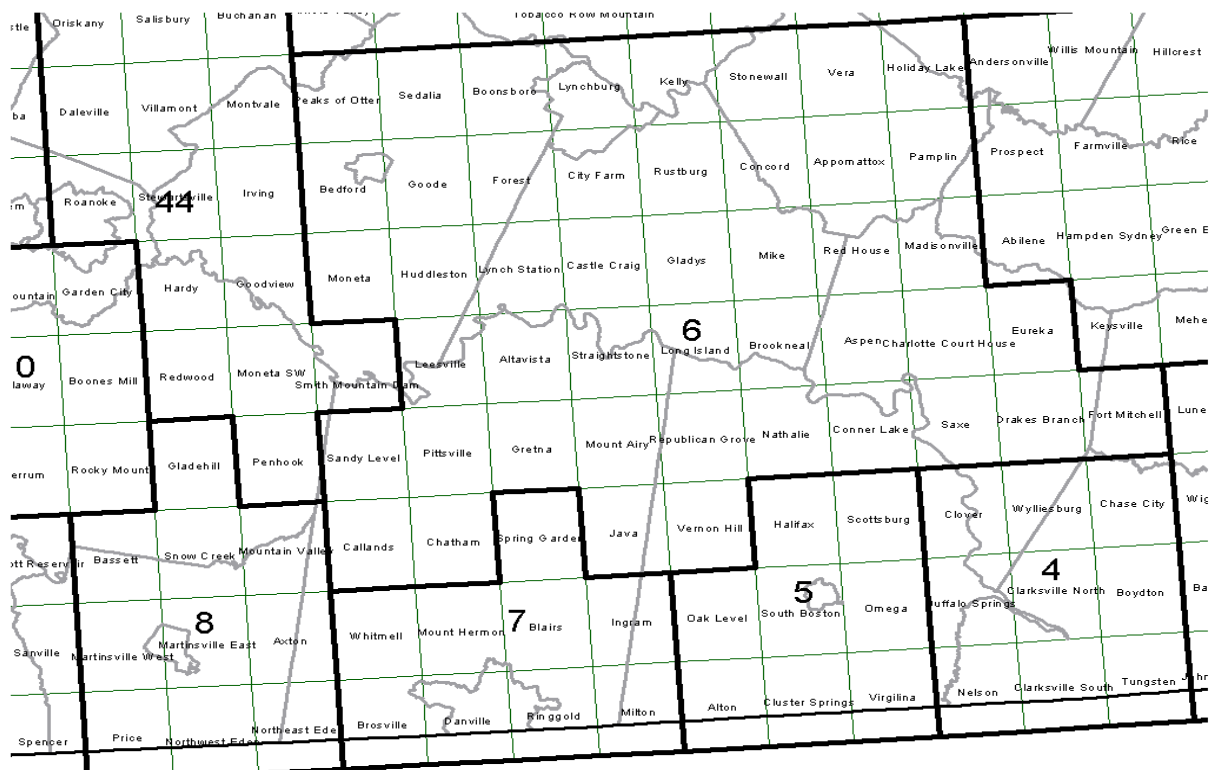
[illegible]

2004 Virginia Gypsy Moth Slow The Spread Project

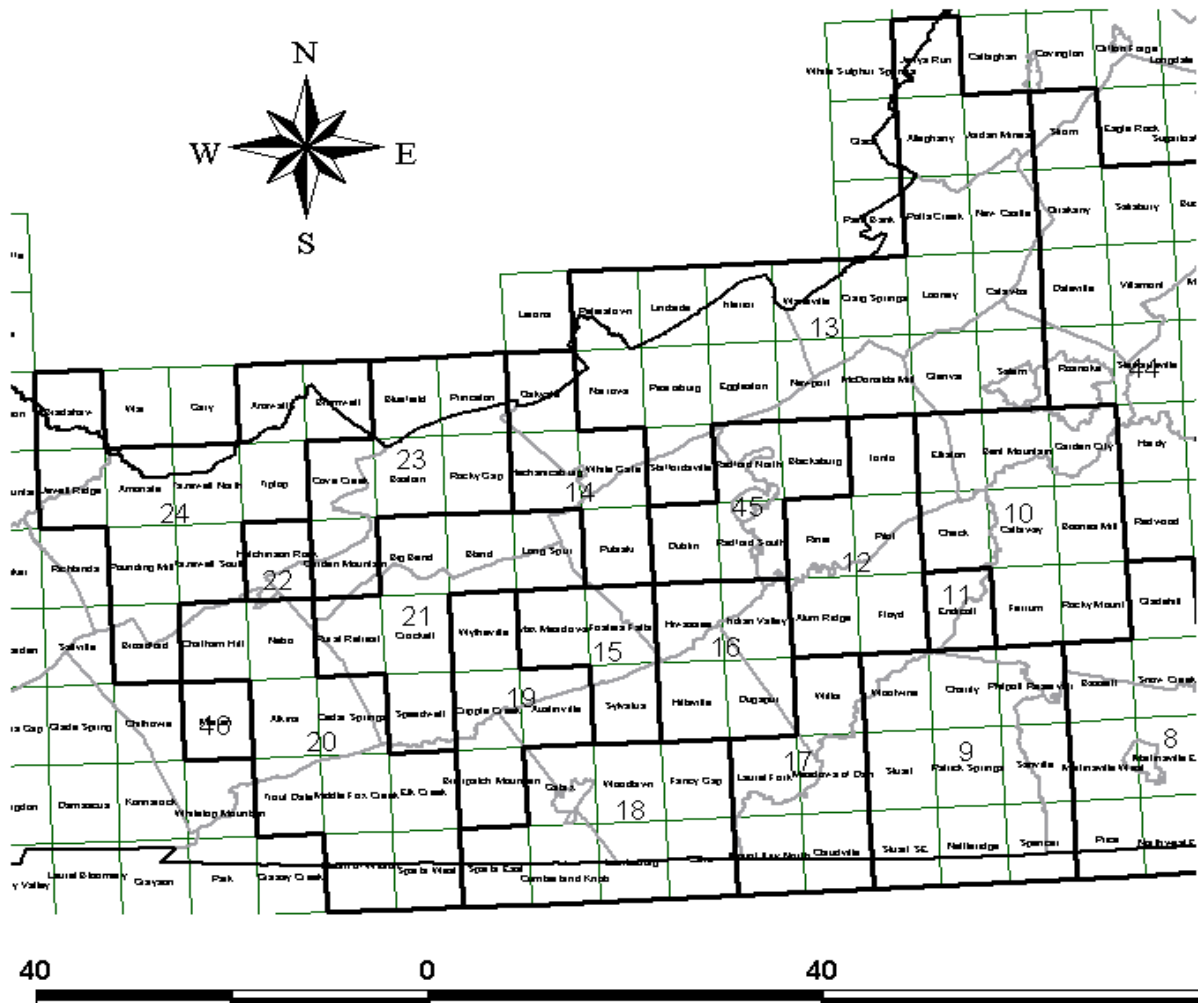




Map Showing 2004 Central Contract Bid Units VA 04 - VA 08



Map Showing 2004 Western Contract Bid Units VA 09 through VA 24



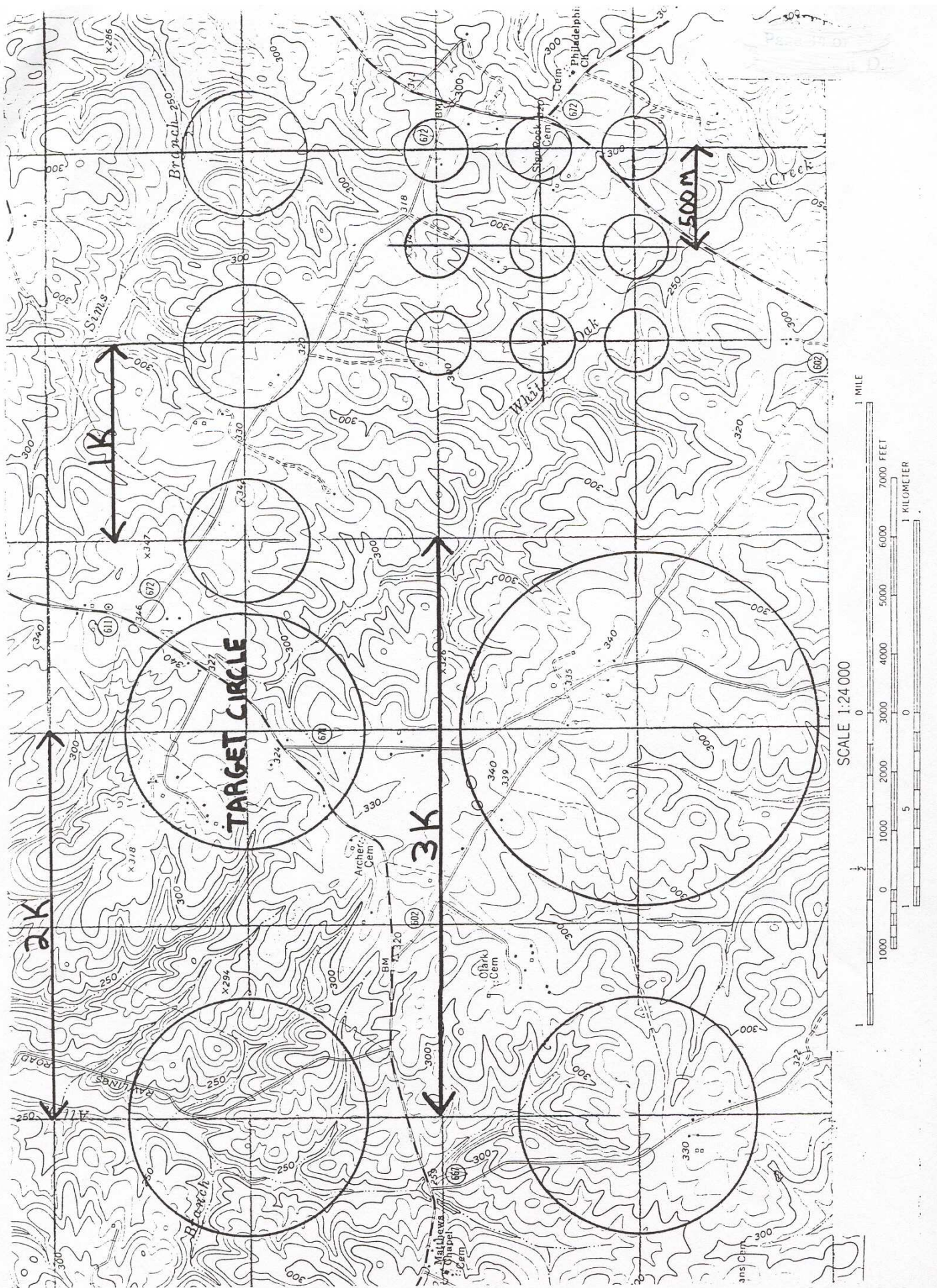
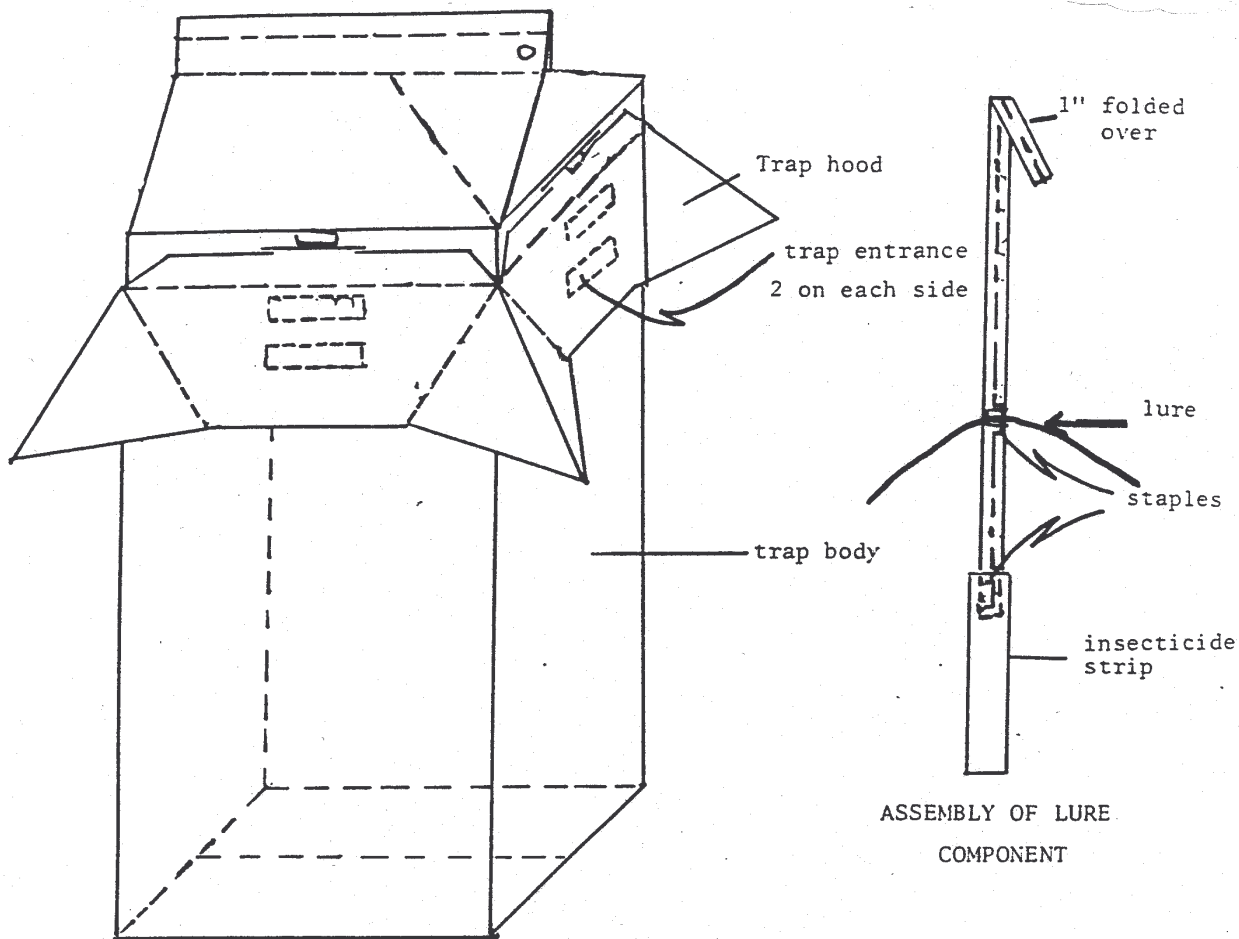
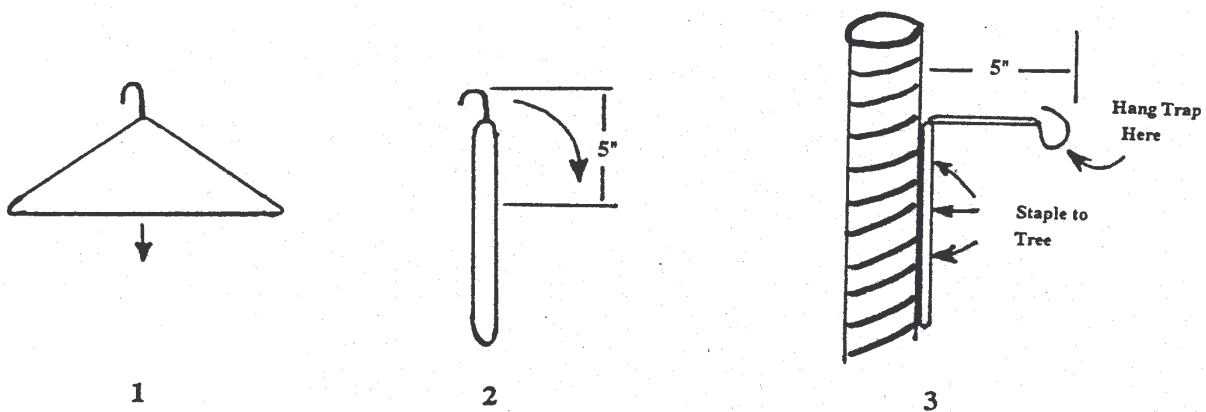


ILLUSTRATION OF GYPSY MOTH MILK CARTON TRAP AND ASSEMBLY



COAT HANGER CONFIGURATION FOR HANGING MILK CARTON TRAPS



G. Illustration of Global Positioning System Unit



GARMIN GPS V